

# **EXHIBIT 2**

# EXHIBIT B



INTEREST RATES AND INTEREST CHARGES	
Annual Percentage Rate (APR) for Purchases	23.99% <sup>a</sup> This APR will vary with the market based on the Prime Rate.
Penalty APR and When It Applies	26.99% <sup>b</sup> This APR will vary with the market based on the Prime Rate. This APR will be applicable to your Account if you: <ul style="list-style-type: none"> <li>• fail to make any Minimum Payment by the date and time due (late payment); or</li> <li>• make a payment to us that is returned unpaid.</li> </ul> <b>How Long Will the Penalty APR Apply?</b> If APRs are increased for a payment that is more than 60 days late, the Penalty APR will apply indefinitely.
How to Avoid Paying Interest on Purchases	Your due date will be a minimum of 25 days following the close of each billing cycle. We will not charge interest on new purchases provided you have paid your entire balance in full by the due date each month.
Minimum Interest Charge	If you are charged periodic interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .
FEES	
Annual Fee	None
Penalty Fees	
Late Payment	Up to \$35
Returned Payment	Up to \$35

**How We Will Calculate Your Balance:** We use the average daily balance method (including new transactions). See "Periodic Interest Charge Calculation" section of the Cardmember Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights are included in the Cardmember Agreement. See "Your Billing Rights" section for full details.

**Prime Rate:** Estimated variable APRs are based on the 3.25% Prime Rate.

a. We add 20.74% to the Prime Rate to determine the Purchase APR (monthly periodic rate currently 1.999%).

b. We add 23.74% to the Prime Rate to determine the Penalty APR (monthly periodic rate currently 2.249%).

The information about the costs of the credit card account described above is accurate as of September 21, 2014. This information may have changed. For the most current information contact us at 1-800-564-5740.

**Authorization:** When you apply for a Kohl's credit card from Capital One, N.A. ("Capital One", "we", or "us"), you agree to the following:

1. You authorize us to obtain credit bureau reports in connection with your request for an account. If an account is opened, we may obtain credit bureau reports in connection with extensions of credit or the review or collection of your account. If you ask, we will tell you the name and address of each credit bureau from which we obtained a report about you.
2. You are providing information in this application to Capital One and to Kohl's. Capital One may provide information about you (even if your application is declined) to Kohl's so that they can create and update their records, and provide you with services and special offers.
3. By using the account or any card, or authorizing their use, you agree to the terms of the Cardmember Agreement. If you open your account in a Kohl's store you acknowledge receipt of this disclosure and a copy of the Cardmember Agreement before your first purchase.
4. As described in the Cardmember Agreement, we reserve the right to change the terms of your account (including the APRs) at any time, for any reason.
5. We will review your credit history to determine if you qualify for an account and, if so, your credit line. Based on this review, you may not receive a card.
6. You must be at least 18 years old to qualify (19 in AL and NE).
7. You acknowledge that you must provide additional information electronically, including income. Alimony, child support or separate maintenance income need not

be revealed if you do not wish it to be considered as a basis for repaying this obligation.

8. You acknowledge that you have read and agree to be bound by the important rate and fee disclosures and the terms stated under this Authorization and the Cardmember Agreement section of the disclosures attached to this form. You agree that we may verify your information, check your credit history and secure follow-up credit reports on you.

**Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

**New York and Vermont Residents:** Capital One may obtain at any time your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees and grace periods.

New York State Department of Financial Services - 1-877-226-5697 or <http://www.dfs.ny.gov/consumer/creditdebt.htm>

**California Residents:** Applicants: 1) may, after credit approval, use the credit card account up to its credit limit; 2) may be liable for amounts extended under the

plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**Notice to Married Wisconsin Residents:** No provision of any marital property agreement, unilateral statement or court decree adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of the adverse obligation. All obligations on this account will be incurred in the interest of your marriage or family. You understand that we may be required to give notice of this account to your spouse. Married Wisconsin residents must furnish their (the applicant's) name and social security number as well as the name and address of their spouse to Kohl's, PO Box 3120, Milwaukee, WI 53201.

Omission of any information requested on the application may be reason for denial of an account.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

SA-10/14



**Kohl's CARDMEMBER AGREEMENT**

This agreement ("Agreement") governs your Kohl's credit card Account ("Account") with us. Please keep this Agreement for your records. You agree with us that the following terms apply to your Account.

Capital One, N.A., and Kohl's may exchange information about you and your Account(s) so that you can receive the benefits of the Kohl's Charge program and so that Kohl's can inform you of additional information, offers and opportunities.

**1. Definitions and Card Usage:** In this Agreement, the words "you," "your," and "cardmember" refer to each person who applies for the Account and each person who is eligible to be added to the Account. The words "we," "us," and "our" refer to Capital One, N.A., the creditor and issuer of the Account and any other person to whom this Agreement and/or the Account may be assigned. "Kohl's" means Kohl's Department Stores, Inc., 950 W. 77000 Highway Dr., Menomonee Falls, Wisconsin 53051. Kohl's is servicing your Account on our behalf and is also referred to above or together with others as an agent. The word "Card" means the card issued to you under this Agreement that may be used to make purchases at Kohl's. You agree that all purchases made using the Account shall be only for personal, family, or household purposes. "Credit Plan" means any plan we may establish and make available on your Account that is subject to a unique variable percentage rate ("APR") or other terms. The start of your Credit Plan balances equals your total Account balance. "New Balance" means the amount displayed as the New Balance on each billing Statement.

**2. Amendments:** We have the right to change the terms of this Agreement for any reason, and in any respect, by adding, deleting or modifying any provision, including APRs, fees, the minimum payment and other terms. We can add a new provision without regard to whether the provision deals with a matter already addressed by this Agreement.

In certain circumstances, we are required by law to notify you of changes to the terms of this Agreement, and in other circumstances we may not be required to do so. When required by law to advise you that you have a legal right to reject any changes we make, we will provide an explanation about how to do that.

In some circumstances, APRs or other aspects of your Account may change even though the terms of the Account do not change, for example when the Prime Rate changes or the Penalty APR becomes applicable. See the Penalty APR section about our right to increase APRs on outstanding balances and/or future transactions for events of default including late payment.

**3. Account Information:** We request certain information about you to manage your Account. This includes:

- (1) your legal name;
- (2) a valid mailing address and residential address (if different);
- (3) your date of birth;
- (4) your Social Security number or other government identification number;
- (5) your telephone and cell phone number(s);
- (6) your income information; and
- (7) your email address.

If you change your contact information such as your mailing address, telephone number or email address, you must notify us immediately in writing at the address shown on your Statement.

We may obtain telephone and cell phone numbers, mailing address and e-mail address information from you, third parties, caller ID and other sources. We may accept mailing address corrections from the United States Postal Service, third parties and other sources.

**4. Premise to Pay:** In return for extending credit to you on this Account from time to time, you agree to pay us for all goods and services you charge to this Account, plus any interest, fees and other charges set forth below, according to the terms of this Agreement. If more than one person has applied for or is liable on this Account, then (a) each of you will be responsible for paying all charges incurred by either of you or anyone either of you permit to use this Account; (b) we can provide Statements and communications to any of you, and (c) notice to one of you will be considered notice to all of you.

**5. Authorized Users:** If you ask us to issue a Card to any other person, they are an "Authorized User." We may require certain information about them. We may limit their ability to use your Card. They may have access to certain information about your Account. You will be responsible for paying all charges on your Account made by an Authorized User. You agree to notify each Authorized User at the time he or she becomes an Authorized User that we may receive, record, exchange and use information about him or her in the same manner we use information about you as described in this agreement.

If you want to remove an Authorized User from your Account, you must contact us at the Customer Service telephone number on your Statement or on the back of your Card and request their removal. They will be able to use your Account until you have notified us that you are removing them from your Account. During this time, you will still be responsible for all amounts they charge to your Account. You will be responsible even if these amounts do not appear on your Account until later. Authorized Users may remove themselves from your Account upon request. We reserve the right to remove them from your Account. To remove them from your Account, we may close your existing Account and issue a new Card with a new Account number.

**6. Where Effective:** Your signature, including any electronic signature, on the application for this Account or on any sales receipt, or your use of this Account, is your consent to the terms of this Agreement with us and your acknowledgment of delivery of a copy of this Agreement to you. The information you provide or have previously provided on the application that identifies you constitutes a part of this Agreement and is incorporated in it by reference. For new Accounts applications, this Agreement will not be effective until we approve your application, and then, after that only if you or someone authorized by you charges a purchase to this Account.

**7. Billing Cycle, Paying Interest, Variable Rates, Annual Percentage Rates ("APR"), Minimum Interest Charge, Promotional Credit Plans:**

**Billing Cycle/Statements:** In order to manage your Account, we divide time into periods called billing cycles. Each billing cycle is approximately one month in length. For each calendar month your Account will have a billing cycle ending in that month. We will provide a billing statement ("Statement") each month. One is required by applicable law. Your Account will have a billing cycle ending in each calendar month whether or not there is a Statement for that billing cycle.

**Paying Interest:** We begin assessing periodic interest charges on a transaction, fee, or interest charge from the date it is added to your daily balance as described in this Agreement until your Account is paid in full. You can avoid periodic interest charges on new purchases, provided you have paid your statement's entire New Balance (excluding balances on any Special Repayment Term Reduced APR Credit Plan) in full by the due date each month (see Promotional Credit Plans). Your due date is at least 25 days after the close of each billing cycle.

**Variable Rate:** The APR for Purchases and the Penalty APR may vary with changes to the Prime Rate. We calculate a variable APR by adding a margin to the Prime Rate published in The Wall Street Journal on the last business day of March, June, September and December. The APR calculated in this way will be effective as of the first day of the billing cycle that begins in the following month.

**APR for Purchases:** The Prime Rate plus 20.74%, currently 23.99% (monthly periodic rate 1.999%). The APR and monthly periodic rate stated are estimates based on the 3.25% Prime Rate.

**Penalty APR:** The Prime Rate plus 23.74%, currently 26.99% (monthly periodic rate 2.249%). The APR and monthly periodic rate stated are estimates based on the 3.25% Prime Rate.

This Penalty APR will be applicable to your account if you:

- A. fail to make any minimum payment by the date and time due (late payment) or
- B. make a payment to us that is returned unpaid.

Before we apply the Penalty APR on any type of transaction or balance, we will provide you any notice required by law in advance that tells you which future transactions and/or outstanding balances are subject to the Penalty APR and when the APRs will increase.

If your APRs are increased on any type of transaction for any of the reasons above, the Penalty APR will be applicable indefinitely to future transactions of that type that occur more than 14 days after we provide you notice about the APR increase.

If we do not receive any minimum payment within 60 days of the date and time due, the Penalty APR will be applicable to all outstanding balances and future transactions on your Account. However, if we receive consecutive minimum payments by the date and time due beginning with the first payment due after the effective date of the increase, we will stop applying the Penalty APR to transactions that occurred prior to or within 14 days after we provided you notice about the APR increase. See the Amendments section about our rights to increase APRs and make other changes to your Account for any reason.

**Promotional Credit Plans:** From time to time, we may offer one or more Promotional Credit Plans prior to or at the time of your purchase. Only certain purchases may be eligible for Promotional Credit Plans. These plans may have special repayment terms and are conditioned on your timely payment of at least the required payment amount each billing cycle: a.) Reduced Rate Credit Plan - With this plan, you

will receive a reduced APR on your purchase for a specified period; b.) Special Repayment Term Reduced APR Credit Plan - With this plan, a special repayment term will be applied to the reduced APR Promotional Credit Plan purchase for the specified period.

If you make more than one purchase on your card, the balances for the Promotional Credit Plan purchases may be treated differently than other balances. We will advise you if your participation in certain program features limits your eligibility for any Promotional Credit Plan.

**Minimum Interest Charge:** We may charge no less than the minimum interest charge of \$1.00 if any periodic interest is due for a billing period.

**8. Periodic Interest Charge Calculation - Average Daily Balance (Including New Purchases):** We figure the periodic interest charges on your Account by applying the applicable monthly periodic rate to the "average daily balance" of your Account (including new purchases). To get the "average daily balance" for each billing cycle (balances on Promotional Credit Plans and balances for other amounts), we take the beginning balance of each applicable balance type each day, add any new purchases, unpaid interest charges, fees, other charges and debit adjustments, then subtract any payments, credits or credit adjustments. This gives us the daily balances. Then, we add up all the daily balances for each balance type and divide the total by the number of days in the billing cycle. This gives us the "average daily balance" for each balance type.

On the first day of each billing period we add to the daily balance the unpaid periodic interest charges from the prior billing period (on this we compound interest on a monthly basis). Payments and fees are added to your daily balance as of the transaction date or a later date of our choice.

**9. Payments:**

**Minimum Payment:** You must make your minimum payment in a way that we receive it by the time and where due. The minimum payment is the sum of (a) the minimum payment due on each Credit Plan. You may make payments greater than your required minimum payment. This will reduce the interest charges that are added to your Account.

Your minimum payment will be the larger of: (i) \$25 (or total amount you owe if less than \$25); or (ii) the sum of 1% of the New Balance (which does not include balances on any Special Repayment Term Reduced APR Promotional Credit Plan), plus the interest charges, plus any amount required under any Special Repayment Term Reduced APR Promotional Credit Plan, plus any penalty fees billed on the Statement for which your minimum payment is calculated. We will also add any amount paid up to your minimum payment. In addition to the minimum payment, you may pay all or part of the total balance on your Account. You must still pay at least the minimum payment amount each month, even if you paid more than the minimum payment due on the previous Statement.

**How We Apply Your Payments:** In each billing cycle, we generally apply payments up to your minimum payment amount to satisfy the minimum payment due on each Credit Plan, first to the highest APR Credit Plan balance and then to lower APR Credit Plan balances. We will apply any part of your payment exceeding your minimum payment first to the balance with the highest APR, and then to balances with lower APRs.

**Payment Instructions:** You agree to pay us amounts you owe in U.S. dollars. You must use a check, money order or electronic debit drawn on a U.S. bank or a foreign bank branch in the U.S. We will not accept cash payments through the mail. When we receive or apply a payment, we might not restore your credit line by that amount for up to 15 days.

For mailed payments, your Statement and the envelope it comes in give you instructions about how, when and where to make your payments. You must follow these instructions. Your payment will not be credited to your Account before we receive it at the address we specify for receipt of payments and in accordance with the payment instructions.

Payments made in store by close of business will be credited as of date payment was received.

If you make a payment marked as paid in full or indicate that it is to pay all amounts you owe us, you must send that payment to the special address on the back of your Statement. That address is called the "Complete Additional Payments" address. We may accept a conditional payment and not agree that it pays all amounts you owe on your Account. Also, we may return a conditional payment to you and you will still owe us the amount of the payment or any other amounts owed on your Account.

You authorize us to collect any payment check by either electronically or by draft. We can collect your payment checks automatically by sending the check number, check amount, account and routing numbers to your bank. Or we can collect these checks by sending a draft drawn on your bank account. Funds may be taken from your bank account on the same day we receive your payment. We will not keep your original check, just a copy of it.

You may use our optional services to make payments electronically through our website, our automated telephone service or our customer service advisors. You do not have to use these other payment services, and we may charge you a fee for optional payments made with a customer service advisor. If we do, we will tell you the amount of the fee at the time you request the service. We are not responsible if a payment made using our payment services is rejected or not paid. Even if it is, we may still keep the fee.

**10. Legal Notices:** For important information regarding your right to dispute billing errors under federal law, see the sections marked "Your Billing Rights." That accompanies your copy of this Agreement. Your credit characteristics, including bankruptcy rulings, must be sent to us, through our agent, at Kohl's, ATTN: Credit Administrator, P.O. Box 3043, Milwaukee, WI 53201-3043. Legal notices sent to any other addresses will not satisfy the legal requirement that you provide us with notice.

**11. No Waiver By Us:** We reserve the right to delay or refrain from enforcing any of our rights under this Agreement without losing them. For example, we can extend the time for making certain payments without losing our right to enforce them. We reserve the right to make certain payments without losing our right to enforce them. We reserve the right to make certain payments without losing our right to enforce them.

**12. Returned Payment Fee:** We may charge you this fee each time any payment you make to us is not paid by your financial institution for any reason, even if that institution later pays it. The returned payment fee is up to \$35.

**13. Late Payment Fee:** We may charge a late payment fee if we do not receive at least the required minimum payment for any billing period by the date and time it is due. Your late payment fee will be zero if your balance is \$15 or less. If your balance is greater than \$15 but less than \$50.01, and \$25 if your balance is greater than \$50. The late payment fee will not exceed the amount of your minimum payment due. If you pay late and then pay late again in any of the next six consecutive billing periods the late payment fee will be up to \$35.00 until you have paid your Minimum Payment when due by the consecutive billing periods.

**14. Bankruptcy/Insolvency Costs:** You will be in default if you fail to pay any minimum payment by the date and time it is due. If you breach any other promise or obligation under this Agreement, if you become incapacitated or die, or if you file for bankruptcy. Subject to applicable law, we may also consider you to be in default under this Agreement at any time if any statement made by you to us in connection with this Account or any other credit program with us was false or misleading. If we receive information indicating that you are bankrupt, intend to be bankrupt, or are unable to pay your debts as they become due, or we receive information leading us to conclude that you are no longer creditworthy. In evaluating your creditworthiness, you agree that we may rely on information contained in consumer reports, and in our discretion we may consider the amount of debt you are carrying compared to your resources or any other factor in your credit characteristics, regardless if we receive information indicating that you are bankrupt, intend to be bankrupt, or are unable to pay your debts as they become due, or we receive information leading us to conclude that you are no longer creditworthy. In evaluating your creditworthiness, you agree that we may rely on information contained in consumer reports, and in our discretion we may consider the amount of debt you are carrying compared to your resources or any other factor in your credit characteristics, regardless if we receive information indicating that you are bankrupt, intend to be bankrupt, or are unable to pay your debts as they become due, or we receive information leading us to conclude that you are no longer creditworthy. 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FACTS WHAT DOES CAPITAL ONE® DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and payment history</li> <li>• Account transactions and credit card or other debt</li> </ul>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Capital One chooses to share; and whether you can limit this sharing.	
	Reasons we can share your personal information	Does Capital One share?
	For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes
	For our marketing purposes – to offer our products and services to you	Yes
	For joint marketing with other financial companies	Yes
	For our affiliates' everyday business purposes – information about your transactions and experiences	Yes
	For our affiliates' everyday business purposes – information about your creditworthiness	Yes
	For nonaffiliates to market to you	Yes
To limit our sharing	<p>Call 1-800-564-5740 for customer service.</p> <p><b>Please note:</b> If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>	
Questions?	Call 1-800-564-5740 or go to <a href="http://www.kohls.com/customer_service/mykc/mykc.html">http://www.kohls.com/customer_service/mykc/mykc.html</a>	

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Who we are	
Who is providing this notice?	This notice is provided by Capital One with respect to your Kohl's credit card.
What we do	
How does Capital One protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Capital One collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Open an account or give us your contact information</li> <li>• Use your credit or debit card or pay your bills</li> <li>• Give us your income information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial or nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include financial companies with the Capital One, Chevy Chase, Onyx and Greenpoint names, such as Capital One Bank (USA), National Association; and Capital One National Association</li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Nonaffiliates we share with can include insurance companies, service providers, retailers, data processors, and advertisers.</li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include companies such as insurance companies</li> </ul>
Other important information	
<p><b>CA and VT Residents:</b> We will not share your information with companies outside of Capital One, except for our everyday business purposes, for marketing our products and services to you or with your consent.</p> <p><b>VT Residents Only:</b> We will not disclose credit information about you within or outside the Capital One family of companies except as required or permitted by law.</p> <p><b>Telephone Communications –</b> All telephone communications with us or our authorized agents may be monitored or recorded.</p> <p>The above notice applies only to your Kohl's Charge Accounts with Capital One and does not apply to any other accounts you have with the Capital One family of companies.</p>	

